REMARKS

Status of the Application

Claims 1-33 are all the claims pending in the application. Applicants have amended

claim 30 to address a 35 U.S.C. § 112, second paragraph rejection raised by the Examiner.

Further, Applicants have amended claim 33 to be consistent with USPTO practice and

procedure. Applicants submit that no new matter has been added, therefore, the amendments

should be duly entered.

Claim 30 is rejected under 35 U.S.C. 112, second paragraph, as allegedly being indefinite

for failing to particularly point out and distinctly claim the subject matter which applicant

regards as the invention.

Claims 1-33 are rejected under 35 U.S.C. 102(e) as being allegedly anticipated by

Sistanizadeh et al. (U.S. 6,681,232; hereinafter "Sistanizadeh").

Claim Rejections - 35 USC § 112

Claim 30 is rejected under 35 U.S.C. 112, second paragraph, as being allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In order to expedite the prosecution for the present application, Applicants have amended

the claims without adding new matter and to improve clarity in a manner that is not believed to

affect the scope of the claim in any way, and thus it is believed no estoppel is implicated by the

amendment to overcome the rejection. In view of the amendments, Applicants respectfully

request that the Examiner withdraw the 35 U.S.C. 112 rejections.

Claim Rejections - 35 USC § 102

Claims 1-33 rejected under 35 U.S.C. 102(e) as being allegedly anticipated by Sistanizadeh. Applicants respectfully traverse these rejections.

The Examiner has issued a substantially identical rejection to the rejection issued in the

Office Action dated December 27, 2007. Therefore, the arguments presented are limited to the

Examiner's Response to Arguments found on pages 12 -14 of the present Office Action in

regards to claim 1-3.

Claim 1

Claim 1 recites, in part:

> A local assurance management device for a network element in a communication
> network equipped with a network management system, where said network
> element presents a chosen configuration and comprises means for measuring
> parameter values in the network, and a built-in management information base
> used to *store management data which are representative of said measured
> parameter values*, wherein the device comprises management means which are
> arranged to adapt the configuration of said network element according to at least
> said management data stored in said management information base.

The Examiner asserts "Sistanizadeh discloses changing the configuration of the network

according to management data and assurance rules (column 21, lines 45-64, where the

management module instructs anticipates management data, and *necessary configuration*

changes to provide the increased bandwidth anticipates changing the configuration according to

an assurance rule)". (See Office Action, page 13). Applicants respectfully disagree with the

Examiner's position.

In Sistanizadeh, the subscriber chooses how much bandwidth to purchase. (See col. 21,

lines 36-37). In response to the choice by the subscriber, the provisioning service module 151

instructs *the management module 165 to allocate reserved resources* to the particular

customer's service. In response, the management module 165 instructs the agent(s) in the

effected switch(es) to make the necessary configuration changes to provide the increased

bandwidth service for the port(s) of the particular customer. (See col. 21, lines 45-51). Whereas

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in the present invention, the management data are "representative of said measured parameter values" as recited in claim 1. Accordingly, the management module of Sistanizadeh is unrelated to the "management data" as recited in the claimed invention, as the management module of Sistanizadeh allocates bandwidth in response to a subscriber's demand. Thus, the management module of Sistanizadeh does not disclose or suggest, "management data", as claimed. Specifically, Sistanizadeh does not disclose a built-in management information base used to *store management data which are representative of said measured parameter values*.

Claim 1 also recites, in part, "where said adaptation comprises a change to a measurement policy parameter and/or *a change to a report transmission policy* to said network management system". The Examiner asserts "a change to a report transmission policy" as recited in claim 1, is disclosed at col. 17, lines 50-53 of Sistanizadeh, where the QoS *monitoring/reporting* anticipates a report transmission policy. (See Office Action, page 13). Applicants respectfully disagree with the Examiner's position.

In Sistanizadeh, the SLM application provides QoS *monitoring/reporting* and automatic bandwidth increases/decreases. (See col. 17, lines 50-53). As recited in Sistanizadeh, the monitoring/reporting service merely monitors the health of the network (see col. 17, lines 56-57), but does not *disclose* "where said adaptation comprises... *a change to a report transmission policy* to said network management system".

Claim 1 also recites, in part:

> the device comprises management means which are arranged to adapt the configuration of said network element according to...chosen rules, known as assurance rules, defining a local assurance policy, where said adaptation comprises a change to a measurement policy parameter and/or a change to a report transmission policy to said network management system.

The Examiner asserts that the "local assurance policy" as recited in claim 1, is disclosed at col.

17, lines 56-61 of Sistanizadeh where the *SLM* anticipates a local assurance policy by the SLM.

Applicants respectfully disagree with the Examiner's position.

In Sistanizadeh, the SLM application monitors the health of the network by analyzing

semantic transparency and time transparency of data and control traffic through the network and

provides the results of this analysis to various users, such as network service customers and

network operations personnel. Furthermore, the SLM application offers a provisioning service

which increases or decreases bandwidth. (See col. 18, lines 49-53). Nowhere in Sistanizadeh,

however, does the "SLM" in Sistanizadeh disclose "adapt[ing] the configuration of said network

element according to…chosen rules, known as assurance rules, defining a local assurance

policy" as recited in claim 1. Specifically, Sistanizadeh is not at all concerned with a local

assurance policy.

Applicants refer the Examiner to, for example, page 8, lines 21-27 and page 14, lines 6-

30, of the Applicants' specification which discusses a local assurance policy. Therefore, in light

of the Applicants' specification, it would be clear to one of ordinary skill in the art that

Sistanizadeh does not disclose a local assurance policy.

For at least the above reasons, claim 1 should be deemed allowable. Accordingly, claims

2-33 should be patentable at least by virtue of their respective dependencies from claim 1.

Claim 2

Claim 2 recites, in part, "management means are arranged so as to adapt said

configuration according to information data coming from at least one other network element".

The Examiner asserts, "Sistanizadeh discloses the adaptation of the configuration data coming

from at least one other network element (column 18, lines 56-59, where the *provisioning service*

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anticipates the information data coming from another network element as a result of submitting

the information to the relevant devices in the network)". Applicants respectfully disagree with

the Examiner's position.

The "provisioning service" of Sistanizadeh, "*submits* the information to the relevant

device in the network plane equipment" but does not disclose or suggest, "adapt said

configuration according to information data *coming from* at least one other network element"

as recited in claim 2. Thus, claim 2 should be deemed allowable.

Claim 3

Claim 3 recites, in part, "wherein said adaptation comprises a change to a method of

operation of said network element". The Examiner asserts "Sistanizadeh discloses the adaptation

comprises a change to a method of operation of said network element (column 19, lines 39-44,

where the combination of the *management service* and *utility service* anticipates the changing of

a method of operation as a result of the *shutdown and restart* of network elements)". Applicants

respectfully disagree with the Examiner's position.

In Sistanizadeh, the utility service performs graceful shutdown and restart. (See col. 19,

line 39). Such an operation as disclosed in Sistanizadeh is a support function performed by the

utility service 163. (See col. 19, line 36). Thus, performing the shutdown and restart in

Sistanizadeh, would not constitute a "*change to a method of operation* of said network element"

as recited in claim 3.

Sistanizadeh, however, changes the bandwidth per a customer demand, but changing the

bandwidth of the agent does not disclose "wherein said adaptation comprises a change to a

method of operation of said network element" as claimed. Therefore, claim 3 should be deemed

allowable.

Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

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